



AGENDA
NEWTON TOWN COUNCIL
SEPTEMBER 14, 2011
7:00 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. OPEN PUBLIC MEETINGS ACT STATEMENT

IV. APPROVAL OF MINUTES - AUGUST 22, 2011 REGULAR MEETING

V. OPEN TO THE PUBLIC

AT THIS POINT IN THE MEETING, THE TOWN COUNCIL WELCOMES COMMENTS FROM ANY MEMBER OF THE PUBLIC ON ANY TOPIC. TO HELP FACILITATE AN ORDERLY MEETING AND TO PERMIT THE OPPORTUNITY FOR ANYONE WHO WISHES TO BE HEARD, SPEAKERS ARE ASKED TO LIMIT THEIR COMMENTS TO 5 MINUTES. IF READING FROM A PREPARED STATEMENT, PLEASE PROVIDE A COPY AND EMAIL A COPY TO THE CLERK'S OFFICE AFTER MAKING YOUR COMMENTS SO IT MAY BE PROPERLY REFLECTED IN THE MINUTES.

VI. COUNCIL & MANAGER REPORTS

VII. ORDINANCES - NONE

VIII. OLD BUSINESS

- a. APPLICATION** APPLICATION FOR MEMBERSHIP TO THE NEWTON FIRE DEPARTMENT FROM LOUIS R. RATTI, 26 STILLWATER ROAD, NEWTON, NJ 07860

IX. CONSENT AGENDA

ALL ITEMS LISTED WITH AN ASTERISK (*) ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY THE TOWN COUNCIL AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

- a. RESOLUTION #187-2011*** PROVIDE EMERGENCY APPROPRIATION IN THE TOWN OF NEWTON 2011 BUDGET
- b. RESOLUTION #188-2011*** AUTHORIZE THE SUBMISSION OF AN APPLICATION FOR THE ACTION ALLIANCE GRANT FOR CALENDAR YEAR 2012

- c. RESOLUTION #189-2011* AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL TO RENEW MEMBERSHIP THEREIN FOR THE PERIOD OF OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2016
- d. RESOLUTION #190-2011* AUTHORIZE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 602.02, LOT 3
- e. RESOLUTION #191-2011* AUTHORIZE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 405, LOT 32
- f. RESOLUTION #192-2011* AUTHORIZE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN HOLDER FOR BLOCK 1004, LOT 1.01
- g. RESOLUTION #193-2011* AUTHORIZE EXECUTING A REVISED AGREEMENT WITH THE COUNTY OF SUSSEX FOR THE INSTALLATION AND MAINTENANCE OF VIDEO SURVEILLANCE EQUIPMENT
- h. RESOLUTION #194-2011* AUTHORIZE AN AGREEMENT WITH EACH OF THE OWNERS OF PROPERTIES LOCATED AT 141-143 SPRING STREET AND 219 SPRING STREET FOR THE PLACEMENT OF ELECTRIC LIGHTS ON EXTERIOR OF BOTH BUILDINGS
- i. RESOLUTION #195-2011* RATIFY AND AFFIRM THE ISSUANCE OF BONDS THROUGH THE MCIA
- j. RESOLUTION #196-2011* APPROVE CHANGE ORDER NO. 1 FOR THE PROPOSED SIDEWALK REPLACEMENT ON VARIOUS STREETS
- k. RESOLUTION #197-2011* APPROVE BILLS AND VOUCHERS FOR PAYMENT
- l. APPLICATIONS*
 - APPLICATION FOR AN OFF-PREMISE RAFFLE FROM THE NEWTON MEMORIAL HOSPITAL FOUNDATION, 175 HIGH STREET, NEWTON TO BE HELD NOVEMBER 19, 2011 AT 6:30PM AT 175 HIGH STREET, NEWTON
 - APPLICATION FOR A SPECIAL PERMIT FOR A SOCIAL AFFAIR FROM THE SUSSEX COUNTY ARTS & HERITAGE COUNCIL, 133 SPRING STREET, NEWTON TO BE HELD ON SEPTEMBER 17, 2011 FROM 4:00PM TO 7:00PM A THE SPRING BOARD SHOPPES, 145 SPRING STREET, NEWTON

X. RESOLUTION

a. RESOLUTION #198-2011

APPROVE CHANGE ORDER NO. 1 FOR THE PAVING
OF VARIOUS STREET PROJECT

XI. INTERMISSION

XII. DISCUSSION

a. NJMEBF – DAVE VOZZA, THE VOZZA AGENCY

b. CHAPTER 17- TREE ORDINANCE

XIII. OPEN TO THE PUBLIC

XIV. COUNCIL & MANAGER COMMENTS

XV. ADJOURNMENT



TOWN OF NEWTON

RESOLUTION #187-2011

September 14, 2011 "Provide Emergency Appropriation in the Town of Newton 2011 Budget"

WHEREAS, an emergency has arisen with respect to a Water Main Break and no adequate provision was made in the 2011 budget for the aforesaid purpose; and

WHEREAS, N.J.S. 40A:4-48 provides for the creation of an emergency appropriation for the purpose above mentioned; and

WHEREAS, the total amount of emergency appropriation(s) created including the appropriation to be created by this resolution is \$38,200.00 and three percent (3%) of the total operations in the budget for the year is \$ 267,143.96;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton (not less than two-thirds (2/3) of all the members thereof affirmatively concurring), that in accordance with the provisions of N.J.S.A. 40A:4-48 that:

- 1) An emergency appropriation be and the same is hereby made for in the amount of \$38,200.00.
- 2) Said emergency appropriation shall be provided in full in the 2012 budget.
- 3) The Chief Financial Officer has certified that the expenditures to be financed through this resolution are related to the aforementioned emergency.
- 4) That an "Emergency Note" not in excess of the above amount be authorized pursuant to N.J.S.A. 40A:4-48 and in accordance with the provision of NJSA 40A:4-51.
- 5) That such note shall be executed by the Chief Financial Officer and by the Town Clerk
- 6) That said note be dated after September 14, 2011, and may be renewed from time to time, and such note and any renewals thereof shall be payable on or before December 31, 2012.
- 7) A certified copy of this resolution be filed with the Director of the Division of Local Government Services.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk

STATEMENT RE:
EMERGENCY RESOLUTION

This statement must be prepared in duplicate by the Chief Financial Officer or other responsible official, and must be filed with the Municipal Clerk prior to the adoption of the emergency resolution. The duplicate thereof must be filed with the Director of Local Government Services at the time of filing the emergency resolution.

Need of Emergency Appropriation:

A neighboring municipality's DPW broke a Town of Newton Water Main on Monday, June 6, 2011. Town of Newton labor repaired the break. Materials were purchased for the repair. Additionally, water had to be provided to residents serviced by this main. The Town of Newton will be submitting all costs to the neighboring municipality's insurance and is expecting 100% reimbursement. Since these costs were not included in the 2011 Current Municipal Budget, an emergent condition exists which requires a supplemental appropriation.

Date of Occurrence: **June 6, 2011**

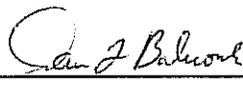
Have any contracts been awarded or purchase orders place in connection with this emergency appropriation? **YES**

Have any payments been made in connection with this emergency appropriation? **YES**

If costs are in excess of \$17,500 for either labor or materials, or both, will bids be advertised for? **N/A.**

If not, have resolutions been adopted declaring an exigency to exist which will not permit the advertisement for public bids? **N/A**

Will work be performed by contract, force account or otherwise? **Force Account.**

Signed: 
Title: Chief Financial Officer

Dated: 9-14-2011



TOWN OF NEWTON

RESOLUTION #188-2011

September 14, 2011 "Authorize the Submission of an Application for the Action Alliance Grant for Calendar Year 2012"

WHEREAS, the Town Council of the Town of Newton, County of Sussex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Newton Town Council further recognizes that it is incumbent upon not only public officials, but the entire community, to take action to prevent such abuses in our community; and

WHEREAS, the Newton Town Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Sussex;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton hereby recognizes the following:

1. The Newton Town Council does hereby authorize the submission of an application for the Action Alliance grant for calendar year 2012 in the amount of \$18,772.00.
2. The Newton Town Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Approved: _____
Sandra Lee Diglio, Deputy Mayor

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #189-2011

September 14, 2011 "AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL TO RENEW MEMBERSHIP THEREIN FOR THE PERIOD OF OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2016"

WHEREAS, the Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Town of Newton desires to enter into an Agreement with the MCCPC, which is administered by Randolph Township as Lead Agency, to **renew** its membership in the MCCPC for the period of October 1, 2011 through September 30, 2016;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton, County of Sussex, State of New Jersey as follows:

1. The Town Council of the Town of Newton hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2011 pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for **renewal** of membership in the MCCPC for a five (5) year period from October 1, 2011 through September 30, 2016.
2. The Town of Newton Municipal Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. This Resolution shall take effect immediately upon final passage according to law.
4. All appropriate Town of Newton Officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk



MORRIS COUNTY COOPERATIVE PRICING COUNCIL
A SHARED SERVICES SUCCESS STORY SINCE 1974

Morris County Cooperative Pricing Council
502 Millbrook Avenue, Randolph, NJ 07869-3799
Tel: (973) 989.7059 • Fax: (973) 989.7076

MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT

THIS AGREEMENT, made this 14 day of September, 2011 by and between

Town of Newton

39 Trinity Street

Newton, NJ 07860

("Contracting Unit")

and:

MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP OF RANDOLPH, a Municipal Corporation of the State of New Jersey 07869-3799, Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative pricing agreement for the purchase of work, materials and supplies; and

WHEREAS, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Contracting Unit is desirous of entering into said Agreement to join or renew membership in the MCCPC.

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions herein set forth, it is mutually agreed as follows:

1. The term of this Agreement shall be from **OCTOBER 1, 2011** to **SEPTEMBER 30, 2016**, subject to the approval of the Division of Local Government Services. Each Contracting Unit shall execute a separate, identical Agreement with the MCCPC establishing or renewing its membership with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31st of any year during the Agreement term. Said termination shall be effective on October 1st following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.
2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids and award contracts pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.
3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC.

It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars **(\$1,250.00)** as their estimated prorated share of the administrative expenses. **A DISCOUNT IN THE AMOUNT OF ONE HUNDRED FIFTY DOLLARS (\$150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY.** A reduced fee of One Thousand One Hundred Dollars **(\$1,100.00)** can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five **(45) days** from the date of the invoice. The full fee is due to the Lead Agency within ninety **(90) days** from receipt of the invoice from the Lead Agency. Failure of any member to submit the annual fee to the Lead Agency within ninety (90) days of the date of the invoice shall result in the termination of membership.

The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.

Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.

4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.
5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.

6. The work, materials or supplies to be bid by the MCCPC may include the following:

Contract	Description
#1	Motor Gasoline
#2	#2 Fuel Oil (Heating)
#3	Rock Salt & Liquid Calcium Chloride
#4	Snow Grits
#5	Paving Materials
#6	Road Resurfacing
#7	Drainage Pipe (Delivered)
#8	Anti-Freeze
#9	Crushed Stone, Gravel & Sand
#10	Lumber, Insulation, Hardware & Paint Supplies
#11	Motor Oils
#12	#2 Ultra Low Sulfur Diesel Fuel
#13-A	Fire Equipment Services
#13-B	Fire Water Pumps on Motorized Fire Apparatus (Repair/Rebuilding/Preventive Maintenance Contract)
#14	Catch Basins & Manhole Castings
#15-A	Police Pursuit Vehicles
#15-B	Administrative Passenger Vehicles
#15-C	Utility Vehicles
#15-D	Dump Bodies
#15-E	Hybrid Vehicles
#16	Office Supplies
#17	Water Treatment Chemicals
#18	Tree Removal, Trimming & Stump Grinding Services
#19	Cinder & Concrete Blocks
#20-A	Sporting Goods (Spring/Summer Sports)
#20-B	Sporting Goods (Winter/Fall Sports)
#21	Oil & Stone Treatment
#22	D.P.W. Uniforms & Shoes (Purchase)
#23	Police Uniforms & Equipment
#24	Bagged Cement & Poured Concrete
#25	Janitorial Supplies
#26	Beam Guide Rail & Safety Ends (Installed)
#27	Traffic Paint
#28	Sign Materials
#29	Pest Control Services (Buildings)
#30	Office Paper Supplies
#31	Calcium Chloride Bags
#33	Clay for Athletic Fields
#34	Tree Spraying
#35	Light Bulbs

#36	Traffic Striping on Roadways
#37	Traffic Signal Maintenance & Repairs
#38	Preventive Maintenance/Repair of Communications Equipment (Radios)
#39	Furnishing Trophies & Plaques
#40	Personal Protection Items & Equipment for Emergency Personnel
#41	Purchase of Communications Equipment (Radios), No Installation
#42	Landscaping Materials
#43	Propane Gas
#44	Welding Supplies
#45	Septic Pumping/Sludge Removal & Disposal Services
#46	Preventive Maintenance & Repairs of Emergency Generators
#47	Water Meters/Data Recorders & Radio Frequency Meter Interface Units
#48	Equipment Parts for Turf Care
#49	Disposal/Recycling of Municipal Road Clean-Up Materials (Street Sweepings/Asphalt/Concrete/Soil/Dirt)
#50	Fire Department Uniforms (Purchase)
#51	Deer Carcass Removal & Disposal
#52	Fire Alarms, Sprinklers, Standpipe Systems, Fire Pumps (Preventive Maintenance Contract)
#53	Fencing Materials & Installation

Contracts may be added or deleted as determined by the Lead Agency to be in the best interests of the MCCPC.

7. During the preparation of the bid specifications, the Lead Agency shall solicit estimated quantities of materials desired from the members for those contracts where appropriate. Said estimated quantities shall be included in the bid specifications. The bid specifications shall clearly provide to all vendors that said estimated quantities are simply estimates and the actual quantity ordered may be more or less. Similarly, members may not rely upon the estimated quantity submitted but instead all orders are subject to availability by the vendor at the time the order is actually placed by the member.
8. The ordering of materials or services through the MCCPC contracts shall be the individual Responsibility of each of the members and the vendor shall bill each of the members directly for the materials or services obtained by that member directly. Each of the members shall be liable only for materials and services ordered by and received by it, and none, by virtue of this Agreement, assures any additional liability. Additionally, the MCCPC and the Lead Agency are not liable for materials or services ordered by and received by the individual members.
9. All complaints and/or problems associated with contracts awarded through the MCCPC must be submitted in writing to the Lead Agency. To the extent possible given the limited jurisdiction of the MCCPC, the Lead Agency will attempt to resolve all issues on behalf of its members. Reporting of all issues is also required so that they can be taken into consideration for future contracts.

- 10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into Contracts for the purchase of goods or services individually on its own behalf.
- 11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.
- 12. This Agreement shall be binding upon and endure to the benefit of the successors and Assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ATTEST:

Town of Newton

 (insert member agency)

 (insert name)
 Irene O'Connor, Deputy Clerk
 Date: _____

 (insert name)
 Sandra Lee Diglio, Deputy Mayor
 Date: _____

ATTEST:

MORRIS COUNTY COOPERATIVE PRICING
 COUNCIL by TOWNSHIP OF RANDOLPH
 as Lead Agency

 Anita Doerr
 Secretary/MCCPC Coordinator

 John C. Lovell
 Township Manager/MCCPC Administrator

Date: _____

Date: _____



TOWN OF NEWTON

RESOLUTION #190-2011

September 14, 2011 "Authorize Refund of Redemption Monies to Outside Lien Holder for Block 602.02, Lot 3"

WHEREAS, at the Municipal Tax Sale held on October 4, 2007 a lien was sold on Block 602.02, Lot 3, also known as 5 Condit Street, for 2006 delinquent water and sewer charges; and

WHEREAS, this lien, known as Tax Sale Certificate #1239, and was sold to Jesse Wolosky for a 5% redemption fee; and

WHEREAS, CoreLogic, the mortgage company for the owner of said property, has effected the redemption of Certificate #1239 in the amount of \$5,670.54. In addition to the lien redemption the mortgage company has also paid the legal foreclosure costs and fees in the amount of \$1,467.36 pursuant to N.J.S.A. 54:5-62;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that Jesse Wolosky is entitled to the redemption in the amount of \$5,670.54 as well as the legal costs and fees of \$1,467.36 ; and

BE IT FURTHER RESOLVED, that the Tax Collector be authorized to issue checks in the amount of \$5,670.54 for the redemption of Certificate #1239 along with the legal costs and fees in the amount of \$1,467.36 to Jesse Wolosky, 1 Vista Drive, Sparta, NJ 07871.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #191-2011

September 14, 2011 "Authorize Refund of Redemption Monies to Outside Lien Holder for Block 405, Lot 32"

WHEREAS, at the Municipal Tax Sale held on June 24, 2009 a lien was sold on Block 405, Lot 32, also known as 20-22 Clinton Street, for 2008 delinquent water and sewer charges; and

WHEREAS, this lien, known as Tax Sale Certificate #1294, and was sold to US Bank Cust for CCTS Capital, LLC for a 0% redemption fee with a premium of \$100.00; and

WHEREAS, US Bank Cust for CCTS Capital, LLC has changed its name to US Bank Cust for Crestar Capital, LLC; and

WHEREAS, EMC Mortgage Corporation, the mortgage company for the owner of said property, has effected the redemption of Certificate #1294 in the amount of \$7,516.47. In addition to the lien redemption the mortgage company has also paid the legal foreclosure costs and fees in the amount of \$1,302.00 pursuant to N.J.S.A. 54:5-62;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that US Bank Cust for Crestar Capital, LLC is entitled to the redemption in the amount of \$7,516.47, the premium of \$100.00 as well as the legal costs and fees of \$1,302.00 ; and

BE IT FURTHER RESOLVED, that the Tax Collector be authorized to issue checks in the amount of \$7,516.47 for the redemption of Certificate #1294 along with the premium of \$100.00 and the legal costs and fees in the amount of \$1,302.00 to US Bank Cust for Crestar Capital, LLC, 2 Liberty Place Philadelphia, PA 19102.

CERTIFICATION

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Irene O'Connor
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #192-2011

September 14, 2011 "Authorize Refund of Redemption Monies to Outside Lien Holder for Block 1004, Lot 1.01"

WHEREAS, at the Municipal Tax Sale held on June 2, 2010 a lien was sold on Block 1004, Lot 1.01, also known as 177 Main Street, for 2009 delinquent real estate taxes; and

WHEREAS, this lien, known as Tax Sale Certificate #1335, and was sold to US Bank Cust for CCTS Capital, LLC for a 0% redemption fee with a premium of \$3,800.00; and

WHEREAS, US Bank Cust for CCTS Capital, LLC has changed its name to US Bank Cust for Crestar Capital, LLC; and

WHEREAS, Kala N. Vyas, the owner of said property, has effected the redemption of Certificate #1335 in the amount of \$22,391.31;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that this Governing Body acknowledges that US Bank Cust for Crestar Capital, LLC is entitled to the redemption in the amount of \$22,391.31 as well as the premium of \$3,800.00; and

BE IT FURTHER RESOLVED, that the Tax Collector be authorized to issue checks in the amount of \$22,391.31 for the redemption of Certificate #1335 along with the premium of \$3,800.00 to US Bank Cust for Crestar Capital, LLC, 2 Liberty Place Philadelphia, PA 19102.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #193-2011

September 14, 2011 "Authorize Executing a Revised Agreement with the County of Sussex for the Installation and Maintenance of Video Surveillance Equipment"

WHEREAS, the Town of Newton previously entered into an Agreement with the County of Sussex to permit the installation and maintenance of video surveillance cameras on the County buildings located at One Spring Street and 4 High Street in the Town of Newton; and

WHEREAS, the parties entered into the agreement without clarification for the 4 High Street location with regard to the inclusion of cost sharing for the initial costs of the camera installations; and

WHEREAS the Revised Agreement, attached hereto, permits the County from the Prosecutor's Trust Fund to pay directly to the Town's Contract Vendor the costs associated with the initial supply and installation of the cameras at the 4 high Street location in an amount not to exceed \$12,500.00; and

WHEREAS, the parties have authority to enter into an Agreement under the Shared Services Act, N.J.S.A. 40A:65-1 et seq., and the Local Public Contracts Law, N.J.S.A. 40A:12-20;

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Newton that the Mayor and Clerk and hereby authorized to execute a revised agreement between the Town of Newton and the County of Sussex, which is attached hereto and made part of this resolution.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk

AGREEMENT
(4 High Street)

THIS AGREEMENT, made this 17th day of August, 2011, by and between the **COUNTY OF SUSSEX**, having an address of Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860 (hereinafter referred to as "Owner"), and the **TOWN OF NEWTON**, a municipal corporation of the State of New Jersey, having an address of 39 Trinity Street, Newton, New Jersey 07860 (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, both the Owner and the Town are in need and desire to locate an outdoor video camera(s) on the exterior portion of the Owner's building located at **4 High Street, Newton, New Jersey**, identified as Block 721, Lot 1 on the Newton tax map; and

WHEREAS, the Owner and the Town entered into an agreement in April of 2011 to have the outdoor video cameras installed on the exterior portion of said building more particularly shown and described on a **Diagram** attached hereto as **Schedule A-1 and A-2**; and

WHEREAS, the original Agreement erroneously placed all costs for the installation of the cameras as the responsibility of the Town despite the understanding that the County Prosecutor was willing to reimburse the Town for the initial supply and installation costs out of special Trust Fund monies available to him for said purpose; and

WHEREAS, subsequent to the Agreement the County Prosecutor discovered that the intended funds for this project could only be utilized to pay the Town's vendor direct and not be utilized to reimburse the Town.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and considerations recited herein, the parties agree as follows:

1. The Town agrees to pay, as they are incurred, all costs and expenses related to the administration and maintenance of an outdoor video camera(s) as shown on **Schedule A-1 and A-2** attached hereto, and shall pay, as they are incurred, all reasonable costs associated with, if necessary, the preparation of specifications, bidding process costs, as well as any other reasonable soft costs or incidentals that the Town determines are needed for the camera(s) to be located and installed as shown on said **Schedules**.

2. The Owner shall pay directly to the Town's contract vendor the initial costs to supply and install said cameras in an amount not to exceed \$12,500.00 and will provide and maintain a 110v electrical outlet to be available for the use by the Town on a 24 hour per day, 7 day per week basis for the camera at no cost to the Town. The Town shall reimburse the Owner's electrical costs incurred by the Town's use in the event and in the amount that said cost for said electricity increases during the life of this Agreement, in an amount higher than the anticipated sum of \$100.00 per year.
3. The Owner shall provide to the Town timely access to the camera and electrical outlet 24 hours per day, 7 days per week.
4. The Town shall be fully responsible for the maintenance and upkeep of the camera equipment.
5. The Town and the Owner shall indemnify and save harmless each other and their officers, employees, agents and each and every one of them from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from, or in any manner grows out of, the negligent acts, errors or omissions of the respective parties or its subcontractors or the officers, agents or employees of either relating to the performance of this Agreement. Each party shall furnish the other with a Certificate of Insurance which shall name the other party as an additional insured and shall clearly show that the policies with the following limits of liability will be in effect for the duration of this Agreement.

General Environmental/Automobile Liability: \$500,000 per occurrence, combined single limit for bodily injury and property damage with no aggregate.

Worker's Compensation: Statutory coverage including employee's liability limits of \$500,000.

Umbrella: \$1,000,000.

6. This Agreement shall be for a period of twenty (20) years, which period shall commence upon receipt by both parties of a fully-executed copy of this Agreement.

7. The parties agree that they each have the right, five (5) years after the date of this Agreement, to terminate this Agreement upon three hundred sixty-five (365) days prior written notice to the other at the address listed above in this Agreement. In the event this Agreement is terminated, the Town shall remove the camera prior to the Termination Date.
8. Camera installation is conditioned upon approval by State or local historic commissions properly vested with jurisdiction over the subject property.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers and have caused their proper seals to be affixed hereto on the day first written above.

ATTEST:

COUNTY OF SUSSEX, Owner

Elaine A. Morgan
 Elaine A. Morgan, Clerk 8/17/2011
 Board of Chosen Freeholders

By: Richard A. Zeoli
 Richard A. Zeoli, Director
 Board of Chosen Freeholders

TOWN OF NEWTON, Town

Lorraine A. Read, R.M.C.
 Municipal Clerk, Town of Newton

By: Sandra Lee Diglio
~~Kristen S. Becker~~ Mayor
 Deputy Mayor

SCHEDULE A-1



Camera Location, Northwest Corner
4 High Street
Newton, NJ

SCHEDULE A-2



Camera Location, Southeast Corner
4 High Street
Newton, NJ



TOWN OF NEWTON

RESOLUTION #194-2011

September 14, 2011 "Authorize an Agreement with Each of the Owners of Properties Located at 141-143 Spring Street and 219 Spring Street for the Placement of Electric Lights on Exterior of Both Buildings"

WHEREAS, the Town of Newton desires to install electric lighting on the exterior portions of the buildings located at 141-143 Spring Street and 219 Spring Street in the interest of public safety to illuminate the adjacent alleyways; and

WHEREAS, an agreement with each of the owners of the two above listed properties has been negotiated for the placement of said lights;

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Newton hereby authorizes the Mayor and Clerk to execute the two agreements for the aforesaid purposes in the form annexed to and made part of this resolution.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2011, by and between **RUBY ORANGE, LLC**, having an address of 273 Andover-Sparta Road, Newton, New Jersey 07860 (hereinafter referred to as "Owner"), which owns the building located on Lot 15 of Block 717.01 on the Town of Newton's tax map and also known as 219 Spring Street in the Town of Newton (the "Property"), and the **TOWN OF NEWTON**, a municipal corporation of the State of New Jersey, having an address of 39 Trinity Street, Newton, New Jersey 07860 (hereinafter referred to as "Town")

WITNESSETH:

WHEREAS, the Town has identified a need for the installation of electric lighting on the exterior portion of the Owner's building on the Property to illuminate the alley adjacent to Property; and

WHEREAS, the Town has determined the locations to install such lighting on the exterior portion of said building on the Property, as more particularly shown and described on a **Diagram** attached hereto as **Schedule A**, and the Owner has consented to said lighting installation;

1. The Town agrees to pay, as they are incurred, all costs and expenses related to the purchase, location, installation, administration and maintenance of exterior electric lighting and the electric service for said lighting, as shown on **Schedule A** attached hereto, and shall pay, as they are incurred, all reasonable costs associated with, if necessary, the preparation of specifications, bidding process costs, as well as any other reasonable soft

costs or incidentals that the Town determines are needed for the lighting to be located, installed and operated as shown on **Schedule A**.

2. The Owner agrees to allow the installation of lighting and its electric service on the building on the Property.

3. The Town shall own and pay for said electric service for its own use. The Owner shall not utilize said electric service. The Owner shall provide to the Town unencumbered free access to the lighting and its electricity source(s) 24 hours per day, 7 days per week.

4. The Town shall be fully responsible for the maintenance and upkeep of the lighting and the electric service for said lighting.

5. The Town shall indemnify and save harmless the Owner, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from, or in any manner grows out of, the negligent acts, errors or omissions of the Town or its subcontractors, officers, agents and/or or employees relating to the physical installation of the lighting and electric service.

6. The Owner shall indemnify and save harmless the Town, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury of death of any person of persons by reason of damage arising from Owner's negligent handling or interference with said lighting or its supply of electricity.

7. The Owner and the Town shall maintain policies with the following minimum limits of liability. This mutual insurance obligation shall continue to be in effect for the duration of this Agreement.

General Liability: \$500,000 per occurrence, combined single limit for bodily injury and property damage with \$1,000,000 aggregate.

Umbrella: \$1,000,000.

8. This Agreement shall be for a period of twenty (20) years, which period shall commence upon receipt by both parties of a fully-executed copy of this Agreement. The parties hereby agree that this Agreement shall automatically be renewed and extended annually for additional one-year periods unless terminated as herein set forth.

9. The parties agree that they each have the right, five (5) years after the date of this Agreement, to terminate this Agreement upon three hundred sixty-five (365) days prior written notice to the other at the address listed above in this Agreement. In the event this Agreement is terminated, the Town shall remove the lighting prior to the Termination Date and, in its discretion, discontinue the electric service for said lighting.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers and have caused their proper seals to be affixed hereto on the day first written above.

ATTEST:

RUBY ORANGE, LLC,
Owner

By: _____

Print Name: _____

Print Name: _____

Title: _____

TOWN OF NEWTON, Town

Irene O'Connor
Deputy Municipal Clerk, Town of Newton

By: _____
Sandra Lee Diglio
Deputy Mayor

Schedule A

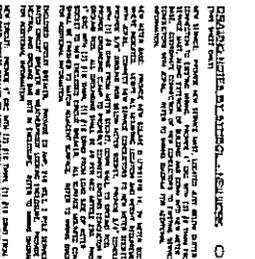
ELECTRICAL GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL EQUIPMENT, MATERIALS, AND SUPPLIES FOR THE ENTIRE PROJECT. ALL MATERIALS AND SUPPLIES SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
2. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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GENERAL ELECTRICAL NOTES

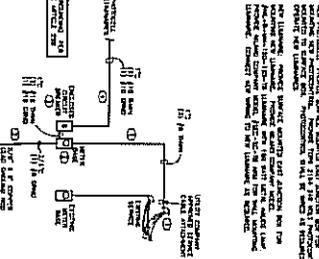
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PARTIAL REVOLUTION SITE PLAN - ELECTRIC

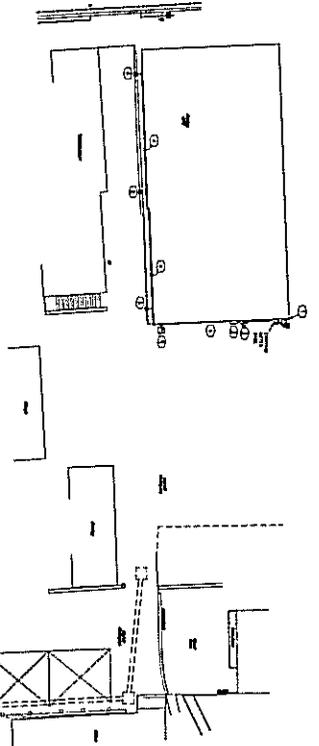


1 PARTIAL REVOLUTION SITE PLAN - ELECTRIC

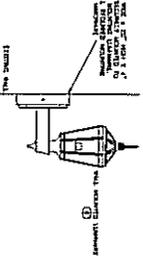
WIRING DIAGRAM



2 PARTIAL NEW WORK SITE PLAN - ELECTRIC



LAMPHOUSE DETAIL



CONTACTING: 2011
DAVID B. STRUNK
 NO. 178 - 018 2000
STRUNK-ALBERT ENGINEERING
 MECHANICAL, ELECTRICAL, CHEMICAL ENGINEERS
 1001 FRENCH ST. SUITE 200 - LAKE CHARLES, LA 70601
 PHONE: (337) 509-1111 FAX: (337) 509-1112
 WWW: WWW.STRUNK-ALBERT.COM

PROPOSED IMPROVEMENTS
 TO
SPRING STREET ALLEY
 ADJACENT TO BRENDA'S DINER
 TOWN OF NEWTON, SHERBOURNE COUNTY, NEW JERSEY
SITE PLANS, NOTES AND DETAILS

HAROLD E. FELLOW, P.E. & L.S.
 PROFESSIONAL ENGINEER LICENSE NUMBER: 14126
 LICENSE EXPIRES: 12/31/2011

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011, by and between **145 SPRING STREET, LLC**, having an address of 141-143 Spring Street, Newton, New Jersey 07860 (hereinafter referred to as “Owner”), which owns the building located on Lot 4 of Block 717 on the Town of Newton’s tax map and also known as 141-143 Spring Street in the Town of Newton (the “Property”), and the **TOWN OF NEWTON**, a municipal corporation of the State of New Jersey, having an address of 39 Trinity Street, Newton, New Jersey 07860 (hereinafter referred to as “Town”)

WITNESSETH:

WHEREAS, the Town has identified a need for the installation of electric lighting on the exterior portion of the Owner’s building on the Property to illuminate the alley adjacent to Property; and

WHEREAS, the Town has determined the locations to install such lighting on the exterior portion of said building on the Property, as more particularly shown and described on a **Diagram** attached hereto as **Schedule A**, and the Owner has consented to said lighting installation;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and considerations recited herein, the parties agree as follows:

1. The Town agrees to pay, as they are incurred, all costs and expenses related to the purchase, location, installation, administration and maintenance of exterior electric lighting and the electric service for said lighting, as shown on **Schedule A** attached hereto, and shall pay, as they are incurred, all reasonable costs associated with, if necessary, the

preparation of specifications, bidding process costs, as well as any other reasonable soft costs or incidentals that the Town determines are needed for the lighting to be located, installed and operated as shown on **Schedule A**.

2. The Owner agrees to allow the installation of lighting and its electric service on the building on the Property.

3. The Town shall own and pay for said electric service for its own use. The Owner shall not utilize said electric service. The Owner shall provide to the Town unencumbered free access to the lighting and its electricity source(s) 24 hours per day, 7 days per week.

4. The Town shall be fully responsible for the maintenance and upkeep of the lighting and the electric service for said lighting.

5. The Town shall indemnify and save harmless the Owner, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from, or in any manner grows out of, the negligent acts, errors or omissions of the Town or its subcontractors, officers, agents and/or or employees relating to the physical installation of the lighting and electric service.

6. The Owner shall indemnify and save harmless the Town, its officers, employees, agents and each and every one of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury of death of any person of persons by reason of damage arising from Owner's negligent handling or interference with said lighting or its supply of electricity.

7. The Owner and the Town shall maintain policies with the following minimum limits of liability. This mutual insurance obligation shall continue to be in effect for the duration of this Agreement.

General Liability: \$500,000 per occurrence, combined single limit for bodily injury and property damage with \$1,000,000 aggregate.

Umbrella: \$1,000,000.

8. This Agreement shall be for a period of twenty (20) years, which period shall commence upon receipt by both parties of a fully-executed copy of this Agreement. The parties hereby agree that this Agreement shall automatically be renewed and extended annually for additional one-year periods unless terminated as herein set forth.

9. The parties agree that they each have the right, five (5) years after the date of this Agreement, to terminate this Agreement upon three hundred sixty-five (365) days prior written notice to the other at the address listed above in this Agreement. In the event this Agreement is terminated, the Town shall remove the lighting prior to the Termination Date and, in its discretion, discontinue the electric service for said lighting.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers and have caused their proper seals to be affixed hereto on the day first written above.

ATTEST:

**145 SPRING STREET, LLC,
Owner**

By: _____

Print Name: _____

Print Name: _____

Title: _____

TOWN OF NEWTON, Town

Irene O'Connor
Deputy Municipal Clerk, Town of Newton

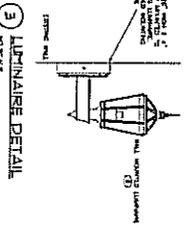
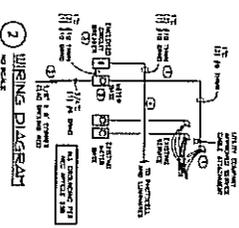
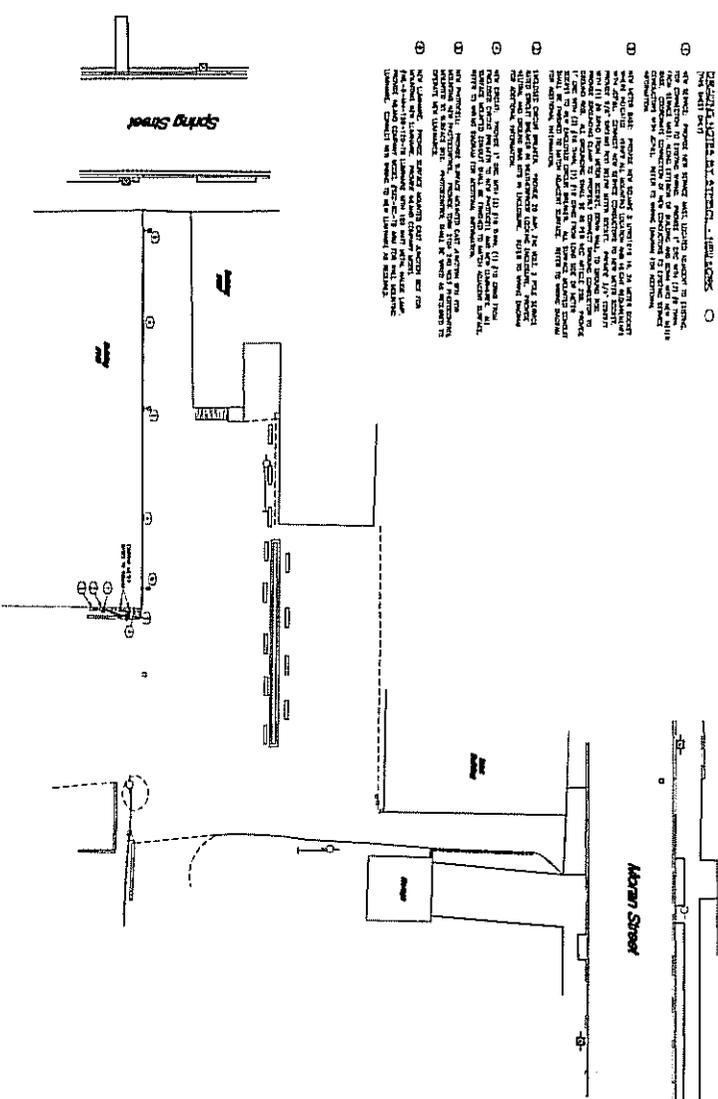
By: _____
Sandra Lee Diglio
Deputy Mayor

Schedule A

ELECTRICAL GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARMS CODE (NFPA 72).
2. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE NATIONAL ELECTRICAL CODE (NEC).
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARMS CODE (NFPA 72).
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1 PARTIAL SITE PLAN - ELECTRIC



DAVID B. STRUNK
 STRUNK-ALBERT ENGINEERING
 1111 1/2 E. 12th St.
 Lincoln, NE 68502
 (402) 441-1111

PROPOSED IMPROVEMENTS
 ALLEY BETWEEN SPRING STREET
 AND MORAN STREET
 TOWN OF LINCOLN, NEBRASKA
 HAROLD E. PELLOW, P.E. & L.S.
 1111 1/2 E. 12th St.
 Lincoln, NE 68502
 (402) 441-1111

DAVID B. STRUNK
 STRUNK-ALBERT ENGINEERING
 1111 1/2 E. 12th St.
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PROPOSED IMPROVEMENTS
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 Lincoln, NE 68502
 (402) 441-1111



TOWN OF NEWTON

RESOLUTION #195-2011

September 14, 2011 "Ratify and Affirm the Issuance of Bonds through the MCIA"

WHEREAS, in April 2011 the Town of Newton elected to pursue permanent financing through the Morris County Improvement Authority (MCIA) so as to utilize Morris County's Aaa rating and thereby effect an interest cost savings for the Town of Newton residents; and

WHEREAS, all the necessary resolutions and approvals, including the State Local Finance Board, were obtained; and

WHEREAS, the appropriate Town Officials executed said Bonds in the amount of \$6,610,000.00 dated August 30, 2011 split as follows:

\$3,875,000 Refund the 2002 GO Bonds NIC 3.6469% maturing 8/15/2032
\$2,735,000 Bonds (for the 2010 and 2011 Capital bond ordinances) NIC 2.090258% maturing 8/15/2022; and

WHEREAS, to comply with N.J.S.A. 40A:2-28 of the Local Bond Law, which requires that the Chief Financial Officer report certain information in writing to the Mayor and Council at the next Council meeting, herewith attached is a copy of the report (5 pages) on the sale, as prepared by Acacia Financial Group, the financial advisors for the Bonds. Also attached is the *Savings Post Refunding Analysis* prepared by Acacia Financial on August 25, 2011 showing an aggregate gross savings of \$418,624.22 for the refunding bonds;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it does hereby ratify and affirm the issuance of said Bonds by the Chief Financial Officer and the execution of said bonds by the appropriate Town Officials.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk

SOURCES AND USES OF FUNDS

The Morris County Improvement Authority - Individual Arb Calculations
 Refund Newton Bonds, Series 2011A
 **Proposed Final Numbers - Subject to Verification **

Sources:

Bond Proceeds:	
Par Amount	3,875,000.00
Net Premium	400,503.15
	4,275,503.15

Uses:

Newton 2002 Refunding Escrow Deposits:	
Cash Deposit	0.51
SLGS Purchases	4,191,830.00
	4,191,830.51
Delivery Date Expenses:	
Cost of Issuance	61,717.84
Underwriter's Discount	17,938.47
	79,656.31
Other Uses of Funds:	
Additional Proceeds	4,016.33
	4,275,503.15

SUMMARY OF REFUNDING RESULTS

The Morris County Improvement Authority - Individual Arb Calculations
 Refund Newton Bonds, Series 2011A
 **Proposed Final Numbers - Subject to Verification **

Dated Date	08/30/2011
Delivery Date	08/30/2011
Arbitrage yield	2.776553%
Escrow yield	0.089485%
Bond Par Amount	3,875,000.00
True Interest Cost	3.418826%
Net Interest Cost	3.646969%
Average Coupon	4.409603%
Average Life	12.945
Par amount of refunded bonds	4,005,000.00
Average coupon of refunded bonds	4.750000%
Average life of refunded bonds	13.064
PV of prior debt to 08/30/2011 @ 2.776553%	4,856,881.78
Net PV Savings	323,863.48
Percentage savings of refunded bonds	8.086479%
Percentage savings of refunding bonds	8.357767%

BOND DEBT SERVICE

The Morris County Improvement Authority - Individual Arb Calculations
 Refund Newton Bonds, Series 2011A

**Proposed Final Numbers - Subject to Verification **

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2012			76,785.16	76,785.16	
08/15/2012	10,000	2.000%	83,765.63	93,765.63	
12/31/2012					170,550.78
02/15/2013			83,665.63	83,665.63	
08/15/2013	125,000	3.000%	83,665.63	208,665.63	
12/31/2013					292,331.25
02/15/2014			81,790.63	81,790.63	
08/15/2014	125,000	4.000%	81,790.63	206,790.63	
12/31/2014					288,581.25
02/15/2015			79,290.63	79,290.63	
08/15/2015	130,000	4.000%	79,290.63	209,290.63	
12/31/2015					288,581.25
02/15/2016			76,690.63	76,690.63	
08/15/2016	140,000	4.000%	76,690.63	216,690.63	
12/31/2016					293,381.25
02/15/2017			73,890.63	73,890.63	
08/15/2017	145,000	4.000%	73,890.63	218,890.63	
12/31/2017					292,781.25
02/15/2018			70,990.63	70,990.63	
08/15/2018	150,000	4.000%	70,990.63	220,990.63	
12/31/2018					291,981.25
02/15/2019			67,990.63	67,990.63	
08/15/2019	155,000	5.000%	67,990.63	222,990.63	
12/31/2019					290,981.25
02/15/2020			64,115.63	64,115.63	
08/15/2020	165,000	4.500%	64,115.63	229,115.63	
12/31/2020					293,231.25
02/15/2021			60,403.13	60,403.13	
08/15/2021	175,000	4.500%	60,403.13	235,403.13	
12/31/2021					295,806.25
02/15/2022			56,465.63	56,465.63	
08/15/2022	180,000	4.500%	56,465.63	236,465.63	
12/31/2022					292,931.25
02/15/2023			52,415.63	52,415.63	
08/15/2023	190,000	5.000%	52,415.63	242,415.63	
12/31/2023					294,831.25
02/15/2024			47,665.63	47,665.63	
08/15/2024	200,000	5.000%	47,665.63	247,665.63	
12/31/2024					295,331.25
02/15/2025			42,665.63	42,665.63	
08/15/2025	215,000	3.000%	42,665.63	257,665.63	
12/31/2025					300,331.25
02/15/2026			39,440.63	39,440.63	
08/15/2026	220,000	3.000%	39,440.63	259,440.63	
12/31/2026					298,881.25
02/15/2027			36,140.63	36,140.63	
08/15/2027	225,000	5.000%	36,140.63	261,140.63	
12/31/2027					297,281.25
02/15/2028			30,515.63	30,515.63	
08/15/2028	240,000	5.000%	30,515.63	270,515.63	
12/31/2028					301,031.25
02/15/2029			24,515.63	24,515.63	
08/15/2029	250,000	5.000%	24,515.63	274,515.63	
12/31/2029					299,031.25
02/15/2030			18,265.63	18,265.63	
08/15/2030	265,000	4.375%	18,265.63	283,265.63	
12/31/2030					301,531.25
02/15/2031			12,468.75	12,468.75	
08/15/2031	280,000	4.375%	12,468.75	292,468.75	
12/31/2031					304,937.50
02/15/2032			6,343.75	6,343.75	
08/15/2032	290,000	4.375%	6,343.75	296,343.75	
12/31/2032					302,687.50
	3,875,000		2,212,013.28	6,087,013.28	6,087,013.28

BOND SUMMARY STATISTICS

The Morris County Improvement Authority - Individual Arb Calculations
 Refund Newton Bonds, Series 2011A

****Proposed Final Numbers - Subject to Verification ****

Dated Date	08/30/2011
Delivery Date	08/30/2011
Last Maturity	08/15/2032
Arbitrage Yield	2.776553%
True Interest Cost (TIC)	3.418826%
Net Interest Cost (NIC)	3.646969%
All-In TIC	3.568686%
Average Coupon	4.409603%
Average Life (years)	12.945
Duration of Issue (years)	9.940
Par Amount	3,875,000.00
Bond Proceeds	4,275,503.15
Total Interest	2,212,013.28
Net Interest	1,829,448.60
Total Debt Service	6,097,013.28
Maximum Annual Debt Service	304,937.50
Average Annual Debt Service	290,434.03
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.629283
Total Underwriter's Discount	4.629283
Bid Price	109.872637

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	3,040,000.00	113.279	4.427%	11.011
Term Bond 2036	835,000.00	99.621	4.375%	19.988
	3,875,000.00			12.945

ESCROW REQUIREMENTS

The Morris County Improvement Authority - Individual Arb Calculations
 Refund Newton Bonds, Series 2011A

****Proposed Final Numbers - Subject to Verification ****

Period Ending	Interest	Principal Redeemed	Total
02/01/2012	95,118.75		95,118.75
08/01/2012	95,118.75	4,005,000.00	4,100,118.75
	190,237.50	4,005,000.00	4,195,237.50

SOURCES AND USES OF FUNDS

The Morris County Improvement Authority - Individual Arb Calculations
 Town of Newton Bonds, Series 2011A
 **Proposed Final Numbers - Subject to Verification **

Sources:	
Bond Proceeds:	
Par Amount	2,735,000.00
Premium	402,003.50
	<u>3,137,003.50</u>
Uses:	
Project Fund Deposits:	
Project Fund - Newton	3,080,000.00
Delivery Date Expenses:	
Cost of Issuance	42,252.20
Underwriter's Discount	12,661.09
	<u>54,913.29</u>
Other Uses of Funds:	
Additional Proceeds	2,090.21
	<u>3,137,003.50</u>

BOND DEBT SERVICE

The Morris County Improvement Authority - Individual Arb Calculations
 Town of Newton Bonds, Series 2011A
 **Proposed Final Numbers - Subject to Verification **

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2012			50,565.63	50,565.63	
08/15/2012	200,000	2.000%	55,162.50	255,162.50	
12/31/2012					305,728.13
02/15/2013			53,162.50	53,162.50	
08/15/2013	210,000	3.000%	53,162.50	263,162.50	
12/31/2013					316,325.00
02/15/2014			50,012.50	50,012.50	
08/15/2014	220,000	4.000%	50,012.50	270,012.50	
12/31/2014					320,025.00
02/15/2015			45,612.50	45,612.50	
08/15/2015	230,000	4.000%	45,612.50	275,612.50	
12/31/2015					321,225.00
02/15/2016			41,012.50	41,012.50	
08/15/2016	235,000	4.000%	41,012.50	276,012.50	
12/31/2016					317,025.00
02/15/2017			36,312.50	36,312.50	
08/15/2017	245,000	4.000%	36,312.50	281,312.50	
12/31/2017					317,625.00
02/15/2018			31,412.50	31,412.50	
08/15/2018	255,000	4.000%	31,412.50	286,412.50	
12/31/2018					317,825.00
02/15/2019			26,312.50	26,312.50	
08/15/2019	265,000	5.000%	26,312.50	291,312.50	
12/31/2019					317,625.00
02/15/2020			19,687.50	19,687.50	
08/15/2020	280,000	4.500%	19,687.50	299,687.50	
12/31/2020					319,375.00
02/15/2021			13,387.50	13,387.50	
08/15/2021	290,000	4.500%	13,387.50	303,387.50	
12/31/2021					316,775.00
02/15/2022			6,862.50	6,862.50	
08/15/2022	305,000	4.500%	6,862.50	311,862.50	
12/31/2022					318,725.00
	<u>2,735,000</u>		<u>753,278.13</u>	<u>3,488,278.13</u>	<u>3,488,278.13</u>

BOND SUMMARY STATISTICS

The Morris County Improvement Authority - Individual Arb Calculations
Town of Newton Bonds, Series 2011A

**Proposed Final Numbers - Subject to Verification **

Dated Date	08/30/2011
Delivery Date	08/30/2011
Last Maturity	08/15/2022
Arbitrage Yield	2.776553%
True Interest Cost (TIC)	1.900293%
Net Interest Cost (NIC)	2.090258%
All-In TIC	2.140813%
Average Coupon	4.326439%
Average Life (years)	6.366
Duration of Issue (years)	5.730
Par Amount	2,735,000.00
Bond Proceeds	3,137,003.50
Total Interest	753,278.13
Net Interest	363,935.72
Total Debt Service	3,488,278.13
Maximum Annual Debt Service	321,225.00
Average Annual Debt Service	318,321.96
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.629283
Total Underwriter's Discount	4.629283
Bid Price	114.235554

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	2,735,000.00	114.698	4.326%	6.366
	2,735,000.00			6.366

BOND PRICING

The Morris County Improvement Authority - Individual Arb Calculations
Town of Newton Bonds, Series 2011A

**Proposed Final Numbers - Subject to Verification **

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Serial Bonds:						
	08/15/2012	200,000	2.000%	0.280%	101.644	3,288.00
	08/15/2013	210,000	3.000%	0.350%	105.167	10,850.70
	08/15/2014	220,000	4.000%	0.470%	110.358	22,787.60
	08/15/2015	230,000	4.000%	0.620%	113.195	30,348.50
	08/15/2016	235,000	4.000%	0.970%	114.633	34,387.55
	08/15/2017	245,000	4.000%	1.290%	115.493	37,957.85
	08/15/2018	255,000	4.000%	1.620%	115.601	39,782.55
	08/15/2019	265,000	5.000%	1.910%	122.712	60,186.80
	08/15/2020	280,000	4.500%	2.140%	119.144	53,603.20
	08/15/2021	290,000	4.500%	2.320%	119.283	55,920.70
	08/15/2022	305,000	4.500%	2.520%	117.341 C	52,890.05
		2,735,000				402,003.50

Dated Date	08/30/2011	
Delivery Date	08/30/2011	
First Coupon	02/15/2012	
Par Amount	2,735,000.00	
Premium	402,003.50	
Production	3,137,003.50	114.698483%
Underwriter's Discount	-12,661.09	-0.462928%
Purchase Price	3,124,342.41	114.235554%
Accrued Interest		
Net Proceeds	3,124,342.41	

The Morris County Improvement Authority
 County of Morris Guaranteed Loan Program Bonds, Series 2011
 (Newton Refunding Project)
 Savings Port Refunding Analysis

TOWN OF NEWTON, SUSSEX COUNTY, NJ
 COUNTY OF MORRIS GUARANTEED LOAN PROGRAM BONDS, SERIES 2011
 CENTRAL OBLIGATION BONDS, REMAINING DEBT
 SAVING PORT REFUNDING

Bond Payment Date	Principal	Common	Interest	Debt Service	Annual Debt Service
8/1/2012	110,000.00	4.750%	97,731.25	207,731.25	305,462.50
8/1/2013	120,000.00	4.750%	95,118.75	315,118.75	310,337.50
8/1/2014	125,000.00	4.750%	92,268.75	317,268.75	309,537.50
8/1/2015	130,000.00	4.750%	89,300.00	319,300.00	308,600.00
8/1/2016	140,000.00	4.750%	86,212.50	326,212.50	312,425.00
8/1/2017	145,000.00	4.750%	83,087.50	328,087.50	312,887.50
8/1/2018	155,000.00	4.750%	79,443.75	334,443.75	313,887.50
8/1/2019	160,000.00	4.750%	75,762.50	335,762.50	313,512.50
8/1/2020	170,000.00	4.750%	71,962.50	341,962.50	313,012.50
8/1/2021	180,000.00	4.750%	67,925.00	347,925.00	312,390.00
8/1/2022	185,000.00	4.750%	63,650.00	348,650.00	312,300.00
8/1/2023	195,000.00	4.750%	59,256.25	354,256.25	312,112.50
8/1/2024	205,000.00	4.750%	54,625.00	359,625.00	311,825.00
8/1/2025	220,000.00	4.750%	49,756.25	369,756.25	311,437.50
8/1/2026	230,000.00	4.750%	44,531.25	374,531.25	310,950.00
8/1/2027	240,000.00	4.750%	38,956.25	378,956.25	310,362.50
8/1/2028	255,000.00	4.750%	33,037.50	388,037.50	309,675.00
8/1/2029	265,000.00	4.750%	27,312.50	397,312.50	308,887.50
8/1/2030	260,000.00	4.750%	21,018.75	391,018.75	307,900.00
8/1/2031	295,000.00	4.750%	14,368.75	309,368.75	306,737.50
8/1/2032	310,000.00	4.750%	7,362.50	317,362.50	305,390.00
8/1/2033	4,115,000.00		2,405,862.50	6,520,862.50	6,520,862.50

TOWN OF NEWTON, SUSSEX COUNTY, NJ
 COUNTY OF MORRIS GUARANTEED LOAN PROGRAM BONDS, SERIES 2002
 REMAINING DEBT
 POST-REFUNDING

Bond Payment Date	Principal	Common	Interest	Debt Service	Annual Debt Service
2/1/2012	110,000.00	4.750%	2,612.50	112,612.50	115,225.00
8/1/2012	REFUNDED				
8/1/2013	REFUNDED				
8/1/2014	REFUNDED				
8/1/2015	REFUNDED				
8/1/2016	REFUNDED				
8/1/2017	REFUNDED				
8/1/2018	REFUNDED				
8/1/2019	REFUNDED				
8/1/2020	REFUNDED				
8/1/2021	REFUNDED				
8/1/2022	REFUNDED				
8/1/2023	REFUNDED				
8/1/2024	REFUNDED				
8/1/2025	REFUNDED				
8/1/2026	REFUNDED				
8/1/2027	REFUNDED				
8/1/2028	REFUNDED				
8/1/2029	REFUNDED				
8/1/2030	REFUNDED				
8/1/2031	REFUNDED				
8/1/2032	REFUNDED				
8/1/2033	110,000.00		5,225.00	115,225.00	115,225.00

TOWN OF NEWTON, SUSSEX COUNTY, NJ
 COUNTY OF MORRIS GUARANTEED LOAN PROGRAM BONDS, SERIES 2011 (NEWTON REFUNDING PROJECT)
 NEW ISSUE

Bond Payment Date	Term	Principal	Common	Interest	Debt Service	Annual Debt Service	Budgetary Savings
2/1/2012	1/15/2012	10,000.00	2.000%	76,785.16	86,785.16	170,570.32	19,486.71
8/1/2012	1/15/2012	135,000.00	3.000%	83,665.63	218,665.63	437,331.26	17,906.25
8/1/2013	1/15/2013	125,000.00	4.000%	81,796.63	206,796.63	413,593.26	20,846.25
8/1/2014	1/15/2014	130,000.00	4.000%	79,206.63	209,206.63	418,413.26	20,818.75
8/1/2015	1/15/2015	130,000.00	4.000%	76,616.63	206,616.63	413,233.26	19,443.75
8/1/2016	1/15/2016	140,000.00	4.000%	73,026.63	213,026.63	426,053.26	17,993.75
8/1/2017	1/15/2017	145,000.00	4.000%	70,436.63	215,436.63	428,873.26	21,906.25
8/1/2018	1/15/2018	150,000.00	4.000%	67,846.63	217,846.63	431,693.26	20,443.75
8/1/2019	1/15/2019	155,000.00	5.000%	64,256.63	229,256.63	458,513.26	20,637.75
8/1/2020	1/15/2020	165,000.00	4.500%	60,666.63	225,666.63	451,333.26	20,443.75
8/1/2021	1/15/2021	175,000.00	4.500%	57,076.63	232,076.63	464,153.26	20,443.75
8/1/2022	1/15/2022	180,000.00	4.500%	53,486.63	238,486.63	476,973.26	19,486.75
8/1/2023	1/15/2023	190,000.00	5.000%	49,896.63	244,896.63	489,793.26	18,486.75
8/1/2024	1/15/2024	200,000.00	5.000%	46,306.63	251,306.63	502,613.26	18,486.75
8/1/2025	1/15/2025	215,000.00	3.000%	42,716.63	258,716.63	515,433.26	19,486.75
8/1/2026	1/15/2026	230,000.00	3.000%	39,126.63	266,126.63	528,253.26	20,486.75
8/1/2027	1/15/2027	235,000.00	5.000%	35,536.63	273,536.63	541,073.26	20,486.75
8/1/2028	1/15/2028	240,000.00	5.000%	31,946.63	280,946.63	553,893.26	20,486.75
8/1/2029	1/15/2029	250,000.00	5.000%	28,356.63	288,356.63	566,713.26	20,486.75
8/1/2030	1/15/2030	265,000.00	4.375%	24,766.63	295,766.63	579,533.26	20,486.75
8/1/2031	1/15/2031	280,000.00	4.375%	21,176.63	303,176.63	592,353.26	18,806.00
8/1/2032	1/15/2032	290,000.00	4.375%	17,586.63	310,586.63	605,173.26	21,807.50
8/1/2033	1/15/2033	3,575,000.00		2,121,013.28	5,696,013.28	5,696,013.28	

Aggregate Gross Savings: 418,634.28
 Annual Average Gross Savings: 13,914.00
 Net Present Value Savings: \$321,862.48
 Net Present Value Savings: 8.866%
 Net Interest Cost of Refunding Bonds (New): 2.139%

* Present Value based to 8/31/2011 at the Newton average yield of 2.771%



TOWN OF NEWTON

RESOLUTION #196-2011

September 14, 2011 "Approve Change Order No. 1 for the Proposed Sidewalk Replacement on Various Streets"

WHEREAS, the Town Council of the Town of Newton awarded a contract for the Proposed Sidewalk Replacement on Various Streets to Tony's Concrete Construction Co., Inc. in the amount of \$51,713.74 by Resolution #174-2011, which was adopted on August 8, 2011; and

WHEREAS, the reason for Change Order No. 1 increase was concern for public safety, resulting in a need to replace damaged and hazardous sidewalks and curbing; and

WHEREAS, Harold E. Pellow and Associates has prepared Change Order No. 1 for said project and recommends approval:

	<u>Amount</u>
<u>Extras</u>	\$ <u>32,059.18</u>
<u>Supplemental</u>	\$ <u>840.16</u>
<u>Reduction</u>	<u>(\$2,937.21)</u>
Total Change Order No. 1	\$29,962.13

WHEREAS, the adjusted contract amount will be increased by Change Order No. 1 to the new contract total of \$81,675.87; and

WHEREAS, the Chief Financial Officer has certified funds are available based on the attached certification;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby approves Change Order No. 1 for the Proposed Sidewalk Replacement on Various Streets based on the recommendation of the Harold E. Pellow and Associates, and that the Mayor or Deputy Mayor is authorized to execute said Change Order No. 1 resulting in a new contract total of \$81,675.87.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk



TOWN OF NEWTON

CERTIFICATION OF THE AVAILABILITY OF FUNDS
(AS REQUIRED BY N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq)

THIS IS TO CERTIFY THAT FUNDS ARE AVAILABLE AS FOLLOWS:

RESOLUTION #: 196 -2011

APPROVING: TONY'S CONCRETE CONSTR. CO

FOR THE PURPOSE OF: C.O.#1 SIDEWALK IMPROVEMENTS

IN THE AMOUNT OF: \$29,962.13

APPROPRIATED BY: GENERAL CAPITAL:

ORD.#2011-5	#30911055	ADAM ST CURB/SIDEWALK/ PARKING LOT	\$ < 605.25>
ORD.#2011-1	#3091102	SIDEWALK REPLACEMENT ON SPRING STREET	\$24,400.00
ORD.#2011-5	#30911051	VARIOUS ROAD/SIDEWALKS SPRING ST. & ADJACENT AREAS	\$ 6,167.38

DATED THIS 14TH DAY OF SEPTEMBER, 2011

BY *Dawn L. Babcock*

DAWN L. BABCOCK
CHIEF FINANCIAL OFFICER

HAROLD E. PELLOW and ASSOCIATES, INC.

Consulting Engineers, Planners Land Surveyors
17 Plains Road
Augusta, NJ 07822-2009

CHANGE ORDER NO. 1
9/9/2011

Project	PROPOSED SIDEWALK REPLACEMENT ON VARIOUS STREETS
Owner	TOWN OF NEWTON, MUNICIPAL BUILDING, 39 TRINITY STREET, NEWTON, NJ 07860
County	SUSSEX COUNTY
Contractor	TONY'S CONCRETE CONSTRUCTION CO., INC., 316 E. KINNEY STREET, NEWARK, NJ 07105

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required) -

Locations: Parking Lot No. 1 - Adams Street, and Spring Street, Moran Street, and Main Street
Reason: All Extra and Supplemental work was ordered by the Town of Newton to replace damaged and hazardous sidewalks and curb. All Reduction items are from as-built measurements.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
EXTRA				
	Parking Lot No. 1 - Adams Street			
5	CONCRETE SIDEWALK, GREY, 6" THICK, REINFORCED Spring, Moran, and Main Streets	31.5	SQ. YD. \$ 74.00	\$ 2,331.00
3	TRAFFIC FLAGGERS	32	MN. HR. \$ 73.50	\$ 2,352.00
4	CONCRETE SIDEWALK, GREY, 4" THICK, REINFORCED	90	MN. HR. \$ 64.00	\$ 5,760.00
5	CONCRETE SIDEWALK, GREY, 6" THICK, REINFORCED	157	SQ. YD. \$ 74.00	\$ 11,618.00
6	CONCRETE CURB & GUTTER	10	LIN. FT. \$ 30.00	\$ 300.00
7	DETECTABLE WARNING SURFACE	17	SQ. YD. \$ 295.00	\$ 5,015.00
8	REMOVAL OF CONCRETE SIDEWALK	247	SQ. YD. \$ 18.00	\$ 4,446.00
9	REMOVAL OF CONCRETE CURB & GUTTER	10	LIN. FT. \$ 10.00	\$ 100.00
10	RESET CONCRETE PAVERS	15	SQ. FT. \$ 9.00	\$ 135.00
11	SAWCUTTING	218	LIN. FT. \$ 0.01	\$ 2.18
	Total EXTRA:			\$ 32,059.18
SUPPLEMENTAL				
	Parking Lot No. 1 - Adams Street			
125	SAWCUTTING Spring, Moran, and Main Streets	16	LIN. FT. \$ 0.01	\$ 0.16
125	9" x 18" CONCRETE CURB	42	LIN. FT. \$ 20.00	\$ 840.00
	Total SUPPLEMENTAL:			\$ 840.16
REDUCTION				
	Parking Lot No. 1 - Adams Street			
2	CONSTRUCTION SIGNS	16	SQ. YD. \$ 0.01	\$ 0.16
3	TRAFFIC FLAGGERS	7.5	MN. HR. \$ 73.50	\$ 551.25
4	CONCRETE SIDEWALK, GREY, 4" THICK, REINFORCED	36	MN. HR. \$ 64.00	\$ 2,304.00
6	REMOVAL OF CONCRETE SIDEWALK Spring, Moran, and Main Streets	4.5	SQ. YD. \$ 18.00	\$ 81.00
2	CONSTRUCTION SIGNS	80	SQ. YD. \$ 0.01	\$ 0.80
	Total REDUCTION:			\$ 2,937.21

AMOUNT OF ORIGINAL CONTRACT:	\$51,713.74	EXTRA:	\$ 32,059.18
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	\$81,675.87	SUPPLEMENTAL:	\$ 840.16
% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]	+ 57.94%	REDUCTION:	\$ 2,937.21
		TOTAL CHANGE:	\$ 29,962.13

(Engineer) (Date)

(Presiding Officer) (Date)

(Contractor) (Date)



TOWN OF NEWTON

RESOLUTION #197-2011

September 14, 2011 "Approve Bills and Vouchers for Payment"

BE IT RESOLVED by the Town Council of the Town of Newton that payment is hereby approved for all vouchers that have been properly authenticated and presented for payment, representing expenditures for which appropriations were duly made in the 2010 and 2011 Budgets adopted by this local Governing Body, including any emergency appropriations, and where unexpended balances exist in said appropriation accounts for the payment of such vouchers.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on
Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk



TOWN OF NEWTON

RESOLUTION #198-2011

September 14, 2011 "Approve Change Order No. 1 for the Paving of Various Street Project"

WHEREAS, the Town Council of the Town of Newton authorized a contract for the Paving of Various Streets Project to Tilcon New York, Inc., in the amount of \$271,398.55 by Resolution #179-2011, which was adopted on August 22, 2011; and

WHEREAS, Harold Pellow & Associates, Inc., the Engineer for the project has prepared Change Order No. 1 for said project, and recommends approval of the following:

<u>Change Order No. 1</u>	<u>Amount</u>
<u>Extra</u>	\$3,546.24
<u>Reduction</u>	<u>(\$15,033.42)</u>
Total Change	<u>(\$11,487.18)</u>

WHEREAS, the adjusted contract amount will be decreased by \$11,487.18 by Change Order No. 1 to the new contract total of \$259,911.37;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Newton that it hereby approves Change Order No. 1 for Paving of Various Streets Project based on the recommendation of the Town Engineer, and that the Mayor or Deputy Mayor is authorized to execute Change Order No. 1 resulting in a new contract total of \$259,911.37; and

BE IT FURTHER RESOLVED that a copy of the Change Order prepared by the Engineer detailing the change order be attached and made part of this resolution.

CERTIFICATION

THIS IS TO CERTIFY that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Wednesday, September 14, 2011.

Irene O'Connor
Deputy Municipal Clerk

HAROLD E. PELLOW and ASSOCIATES, INC.

Consulting Engineers, Planners Land Surveyors

17 Plains Road

Augusta, NJ 07822-2009

CHANGE ORDER NO. 1

9/9/2011

Project	PROPOSED RESURFACING OF VARIOUS STREETS, PARKING LOTS & ALLEYWAYS
Owner	TOWN OF NEWTON, MUNICIPAL BUILDING, 39 TRINITY STREET, NEWTON, NJ 07860
County	SUSSEX COUNTY
Contractor	TILCON NEW YORK, INC., 625 MT. HOPE ROAD, WHARTON, NJ 07885

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Location and Reason for Change (Attach additional sheets if required).

Locations: Overlook Road, Hillside Avenue, Shady Lane, Slain Hill Road, Theater Parking Lot,
 Alley between Spring and Moran Streets, and Alley next to Brenda's Diner
Reason: All as-built quantities.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
EXTRA				
4	Overlook Road MILLING, 4" THICK	70	SQ. YD. \$ 3.50	\$ 245.00
5	Shady Lane HMA 12.5 M64 SURFACE COURSE, 1-1/2" THICK	38	TON \$ 58.88	\$ 2,237.44
6	HMA 19 M64 BASE COURSE, 2" THICK	1	TON \$ 62.84	\$ 62.84
5	Alley Between Spring and Moran Streets HMA 12.5 M64 SURFACE COURSE, 2" THICK	13	TON \$ 58.88	\$ 765.44
5	Alley Next to Brenda's Diner HMA 12.5 M64 SURFACE COURSE, 1-1/2" THICK	4	TON \$ 58.88	\$ 235.52
Total EXTRA:				\$ 3,546.24
REDUCTION				
5	Overlook Road HMA 12.5 M64 SURFACE COURSE, 2" THICK	9	TON \$ 58.88	\$ 529.92
2	Hillside Avenue CONSTRUCTION SIGNS	32	SQ. FT. \$ 35.00	\$ 1,120.00
5	HMA 12.5 M64 SURFACE COURSE, 1-1/2" THICK	3	TON \$ 58.88	\$ 176.64
6	HMA 19 M64 BASE COURSE, 2" THICK	114	TON \$ 62.84	\$ 7,163.76
2	Shady Lane CONSTRUCTION SIGNS	32	SQ. FT. \$ 35.00	\$ 1,120.00

HAROLD E. PELLOW and ASSOCIATES, INC.

*Consulting Engineers, Planners Land Surveyors
17 Plains Road
Augusta, NJ 07822-2009*

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9/9/2011**

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Owner	TOWN OF NEWTON, MUNICIPAL BUILDING, 39 TRINITY STREET, NEWTON, NJ 07860
County	SUSSEX COUNTY
Contractor	TILCON NEW YORK, INC., 625 MT. HOPE ROAD, WHARTON, NJ 07885

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Location and Reason for Change (Attach additional sheets if required):

Locations: Overlook Road, Hillside Avenue, Shady Lane, Slate Hill Road, Theater Parking Lot, Alley between Spring and Moran Streets, and Alley next to Brenda's Diner

Reason: All as-built quantities.

Slate Hill Road						
2	CONSTRUCTION SIGNS	32	SQ. FT.	\$ 35.00	\$	1,120.00
5	HMA 12.5 M64 SURFACE COURSE, 1-1/2" & 2" THICK	3	TON	\$ 58.88	\$	176.64
6	HMA 19 M64 BASE COURSE, 2" THICK	3	TON	\$ 62.84	\$	188.52
Theater Parking Lot						
4	MILLING, 1-1/2" THICK	110	SQ. YD.	\$ 1.75	\$	192.50
Alley Between Spring and Moran Streets						
2	CONSTRUCTION SIGNS	48	SQ. FT.	\$ 35.00	\$	1,680.00
6	HMA 19 M64 BASE COURSE, 2" THICK	10	TON	\$ 62.84	\$	628.40
Alley Next to Brenda's Diner						
2	CONSTRUCTION SIGNS	16	SQ. FT.	\$ 35.00	\$	560.00
6	HMA 19 M64 BASE COURSE, 2" THICK	6	TON	\$ 62.84	\$	377.04
Total REDUCTION:					\$	15,033.42

AMOUNT OF ORIGINAL CONTRACT:	<u>\$271,398.55</u>	EXTRA:	<u>\$ 3,546.24</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$259,911.37</u>	SUPPLEMENTAL:	<u>\$ -</u>
% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]	<u>- 4.23</u>	REDUCTION:	<u>\$ 15,033.42</u>
		TOTAL CHANGE:	<u>\$ (11,487.18)</u>

(Engineer) (Date)

(Presiding Officer) (Date)

(Contractor) (Date)